

AGREEMENT
BETWEEN
THE MANCHESTER BOARD OF EDUCATION
AND THE
FOOD SERVICE EMPLOYEES
LOCAL NO. 991
OF COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2008

To

June 30, 2012

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This Agreement is entered into by and between the Manchester Board of Education (hereinafter referred to as the "Board") and Local 991 of Council No. 4, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union") and its successors.

ARTICLE I

RECOGNITION

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all of its cafeteria employees, excluding the town wide Cafeteria Director, Production Supervisor and Secretary.
- 1.1 Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, power and authority held by the Board and any of its departments pursuant to any Charter, general or special statute, ordinance, regulation or other lawful provision, over matters involving the Manchester Public Schools, and the complete operational control over the policies, practices, procedures, and regulations with respect to its employees shall remain vested solely and exclusively with the Board.

ARTICLE II

HOURS OF WORK, WAGES AND HOLIDAY PAY

- 2.0 Hourly wages will be in accordance with Appendix A. Employees will be credited with nine (9) paid holidays. These are Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Good Friday, and Memorial Day. Should students not begin school until after Labor Day, employees will not receive (be paid for) the Labor Day Holiday instead, they will receive a floating holiday which will be taken by ALL employees on the Friday after Thanksgiving. An employee must work the last scheduled work day before and the first scheduled workday after a holiday in order to receive holiday pay.
- 2.1 Employees assigned to perform the duties of a higher classification due to a vacancy or the absence of a regular employee shall be paid the hourly rate of the higher classification, provided the employee completes the assigned tasks required for the higher classification during the duration of the assignment.
- 2.2 The Board agrees to cover employees under the provisions of the unemployment compensation laws of the State of Connecticut. An employee will not suffer loss of income if injured or absent because of a job-related injury while they are receiving Workers' Compensation; not to exceed nine (9) months from date of injury. They will continue to receive their regular payroll checks and, in the event that compensation checks are sent directly to them, these checks shall be signed over to the Board of Education.

- 2.3 The maximum hourly rate for substitutes will be set at ten (10) cents below the minimum rate for regular employees. No substitutes shall be used when regular employees are available to work.

The Food Services Department will notify each The lead kitchen operator who will utilize television and radio stations to ensure employee notification of changes in work schedules for unscheduled reasons, such as weather emergencies.

When school is cancelled, employees shall not be paid.

Employees who are notified prior to their start time and told not to report to work on an early dismissal day shall not be paid.

If an employee is already working on his/her shift when the early dismissal notification is made, the employee will be paid for the hours worked, but in no case for less than three (3) hours of work. If the employee works in a school that will not have food service as a result of the early dismissal, the lead kitchen operator shall call the food services department office to learn what work needs to be done prior to the end of the work day.

- 2.4 Hourly employees who work the breakfast program, will receive one (1) hour's pay for each breakfast session worked.
- 2.5 Employees who work special functions (after 4:00 p.m.) and/or weekend functions shall be paid one and one half (1½) their regular rate. Double time will be paid for all work performed on Sunday.
- 2.6 Effective upon the signing of this Agreement, all new hires shall be paid by direct deposit.

ARTICLE III

SENIORITY, LAYOFF AND RECALL

- 3.0 Within thirty (30) days of the signing of this Agreement and annually thereafter at the beginning of each school year, the board shall furnish the union secretary with a list of all employees in order of their seniority, together with the then current salary for each. For the purpose of this Article, seniority shall be defined as the last date of hire of a Cafeteria employee. Upon completion of their probationary period, new employees shall be added to this list.
- 3.1 Layoff shall be defined as an indefinite termination of services due to lack of work, involuntary demotion, or involuntary reduction of work hours. Layoffs shall take effect within classification, with the least senior employee being laid off first, and shall take effect as follows:

- A. Whenever an employee is scheduled to be laid off, said employee shall be entitled to replace any employee with less seniority in a lower or equivalent paid classification for which the employee is qualified.
- B. Employees subject to layoff as defined above shall be recalled within classification in the reverse order. Recall rights are limited to one (1) year.

ARTICLE IV **TRANSFERS**

- 4.0 All vacancies and new positions shall be posted on the Cafeteria bulletin boards for all Cafeteria employees for a period of five (5) working days, prior to any action taken by the Board of Education to fill such vacancies and/or new positions. Qualified employees will receive first consideration over outside applicants. If the senior employee successfully bids for the vacancy or new position, the five (5) working day posting shall be waived. Employees wishing to fill such vacancies or new positions may personally, or through a Union official, submit their request on a bid sheet to the Food Service Director. Employees expressing a desire to fill the vacancy, or new position and who were not selected for such assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.
- 4.1 When job vacancies are posted to the membership, a copy of said posting shall be sent at the same time to the Union President. The Union President also shall receive in writing the name of the person appointed to the vacancy no later than five (5) days after such appointment.
- 4.2 All vacancies shall be filled within sixty (60) days from the date of an employee vacating a position or of the establishment of a new position, where reasonably possible.
- 4.3 When an employee is retained in a vacancy or new position for a period of sixty (60) days then he/she shall be considered qualified and allocated to said position, if the position continues to exist, otherwise he/she shall return to his/her former position. During such probationary period, it shall be the sole responsibility of the Food Service Director to evaluate performance and if deemed unsatisfactory, he/she shall return to his/her position. For new hires, the Board may extend the probationary period for an additional thirty (30) days upon notification in writing to the employee and the Union. Any further extension beyond ninety (90) days shall be with the approval of the Union. During such probationary period it shall be the sole responsibility of the Food Service Director to evaluate performance and if deemed unsatisfactory, issue a formal notice of termination.
- 4.4 Once a member has bid and filled a position, his/her bid rights are then frozen for one (1) school year except the employee shall have the opportunity to bid on vacancies in a higher or lower classification. An employee will have one additional bid over and above the annual bid right every five (5) years.

- 4.5 An employee, being interviewed for promotion, shall be given the opportunity to be accompanied by a Union representative providing the employee specifically requests the privilege. Such employee shall be given at least three (3) days notice concerning the time and date of such interview.
- 4.6 A complete set of job descriptions for the following positions (a) general worker; (b) cook; (c) lead kitchen operator; and (d) assistant cook shall be furnished to the Union.
- 4.7 When lead kitchen operator, head cook and assistant cook positions are vacant, selection for promotion shall be based on satisfactory past performance, as well as an interview with the prospective administrative and/or supervisory personnel. In the event two or more applicants are ranked equal, then seniority shall be the deciding factor for awarding the promotion. In the event the most senior qualified applicant is not selected, the supervisor shall provide a detailed written statement as to why. Such reasons shall not be arbitrary or capricious. This document shall not become a part of the employee's personnel file.

ARTICLE V

PERSONAL LEAVE

- 5.0 Each employee shall have added to their sick leave account at current base pay ten (10) working days. Employees hired prior to July 1, 2010, will have no limit to the amount of unused sick leave that can be accumulated. New hires hired on or after July 1, 2010, will be limited to sixty (60) days of accumulation. Each employee shall earn sick leave at 1.0 days per month. Each employee shall be entitled to use such sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave, by letter, at the beginning of each calendar year. Accumulated sick time of employees shall be listed annually. Doctor and dentist visits are charged to sick leave.

If an employee's immediate family meets the criteria for a serious health condition per the Family Medical Leave Act (F.M.L.A.), the employee may use accumulated sick leave up to five (5) days of such leave for a spouse, parent or child. Medical certification will be required.

- 5.1 In the event of absence of a cafeteria employee for illness in excess of four (4) consecutive working days, the Director of Food Services may request the filing of a doctor's certificate, or the Director of Food Services may, if he has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physical, such examination to be at the Board's expense.
- 5.2 A. Unit members shall be entitled to three (3) days of paid personal leave in each year of the Agreement. Such leave shall be non-cumulative. Except in cases of emergencies, these days shall not be in conjunction with school vacations, holidays or on other days when no lunch is served. Nor will these days function as vacation time, such as creating a weekend beyond the normal two days.

- B. Unit members shall be entitled to three (3) days paid bereavement leave in each year of the Agreement for funerals for immediate family members. These days would include an occasional half day for funerals outside of the family. Immediate family for purposes of this section is defined as spouse, children, step children, parents, in-laws, siblings, grandparents, grandchildren, or any individual who is living in the employee's home who is regarded as one of these close relatives.
- 5.3 Application for personal leave shall be made to the Director of Food Services at least forty-eight (48) hours prior to the taking of such leave, except in cases of emergency.
- 5.4 In exceptional cases, the Superintendent may grant additional sick or personal leave with pay. Requests for such additional leave shall be in writing and signed by the employee, if possible.
- 5.5 Employees hired prior to July 1, 2010, upon retirement, shall receive, on the basis of his/her current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of sixty (60) days.
- 5.6 To attend professional conferences or take courses of study which the Director of Food Services determines will contribute to, or increase the employee's knowledge with regard to betterment of the public service. Such approvals will be granted only where approved or budgetary provisions have been made for the above mentioned purposes.
- 5.7 A. The union officials shall be allowed reasonable time off to attend Union conferences and/or conventions. Requests must be made in writing and at least three (3) days in advance.
- C. Union officials and stewards will make every effort to perform their duties after work hours so that absences from work will be kept to a minimum.
- 5.8 A. Leaves of absence without pay may be granted by the Superintendent for not longer than one (1) year. Requests for such a leave without pay shall be made in writing to the Superintendent and shall include a statement of the reasons therefore and of the length of leave required.
- The employee shall notify the Superintendent in writing no later than May 1 or thirty (30) days prior to the leave ending of his/her intention to return. If no written communication is received by the Superintendent, then it is agreed by all parties that the employee has terminated his/her employment with the Board.
- B. An employee will be reinstated from leave of absence without pay, but without any preferred status from his/her prior employment, to any position comparable, to the position the employee last held with the Board.

- C. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due an employee at the time of taking a leave of absence without pay, may be paid at the time. Authorized leaves of absence for one month or less will not be used as a basis of reducing employee's benefits.
- 5.9 The Board shall comply with all applicable laws with respect to pregnancy leave. An employee may make application to the Director of Food Services for an unpaid childbearing leave, which may not exceed the school year in which the child is born and one additional year.

ARTICLE VI

HEALTH INSURANCE AND PENSION

- 6.0 Cafeteria personnel who work 20 hours or more per week, their spouses and their dependents shall have provided for them by the Board of Education to the extent indicated the following insurance coverages. All new hires upon ratification will no longer be eligible for health insurance if they work 20 hours or less.

Effective July 1, 2010 through June 30, 2012, employees shall pay the following percentages of the applicable premiums for the plan they select:

OAP 25	40 % uncapped
OAP15	35% uncapped
Health Savings Account (H.S.A.)	30% uncapped
The board will contribute 15% toward the deductible for the H.S.A.	

The change by the Board to an equivalent carrier may be subject to expedited arbitration.

- 6.1 Retirees may purchase health benefits at 100% cost to them at the group rate. This benefit may continue at the option of the retiree beyond the period specified by C.O.B.R.A. legislation.
- 6.2 All bargaining unit members shall be entitled to participate in the retirement plan for Board employees and Town of Manchester employees. The minimum retirement age must be in compliance with the Town of Manchester pension ordinance.
- 6.3 The Board shall provide \$10,000 life insurance coverage for active staff. Retirees may purchase this benefit at the group rate.
- 6.4 All medical and/or pension contributions shall be subject to IRS Code 125.

ARTICLE VII
DISCIPLINARY PROCEDURE

- 7.0 All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.
- 7.1 Disciplinary actions may include (a) a verbal warning, (b) written warning, (c) suspension without pay, (d) discharge and shall follow this order. The Superintendent or his/her designee reserves the right to deviate from the above procedure in cases of serious misconduct.
- 7.2 All disciplinary acts must be for just cause. Whenever any such action is taken, the Superintendent or his/her designee shall, at that time, furnish the employee and the President of the Union, in writing, a statement of the reasons for such specific action being taken.
- 7.3 Disciplinary action may be imposed upon an employee for failing to satisfactorily perform his/her duties during the hours of his/her employment or for commission of any act involving moral turpitude. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.
- 7.4 If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE VIII
UNION RIGHTS

- 8.0 The Board agrees to deduct from the pay of all its employees, so authorize such deductions from their wages, such membership dues as may be fixed by the Union. The proper deduction will be made each pay period from the employees' wages and forwarded to the Union Financial Officer monthly. Such deductions shall continue for the duration of this Agreement or any extension thereof. If for any reason a deduction was not made, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up-to-date.
- 8.1 The dues so deducted and forwarded monthly to the Union shall be accompanied by a list of the names of all employees from whose wages such deductions have been made and the amount deducted from each individual employee. The Board will furnish the Union Financial Officer with the name, address and work location of new employees. The Board will furnish the Union Financial Officer with the name, address and work location of new employees within ten (10) days of their date of hire.
- 8.2 The Board will provide each employee with a copy of this Agreement within thirty (30) days after its Signing. New employees will be provided a copy of this Agreement at the time of hire.

- 8.3 All employees in the bargaining unit shall, within thirty (30) days of the signing of this Agreement or upon completion of thirty (30) calendar days of employment if a new hire, become and remain members of the Union in good standing in accordance with the Constitution and Bylaws of the Union during the term of this agreement or any extension thereof as a condition of employment.
- 8.4 The Union agrees to indemnify and save harmless the Board for any sums which the Board is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Board's having complied with or enforced this provision.
- 8.5 The Union Financial Officer shall certify to the Board the amount to be deducted each pay period from the wages of such employees. If the amount so certified is to be changed, the Union Financial Officer shall provide the Board with written notice of such change thirty (30) days prior to the effective date of such change.
- 8.6 Deductions made during any month shall be remitted to the Union Financial Officer no later than the last day of said month.
- 8.7 The Board agrees there will be no lockout of any employee during the life of this Agreement or any extension thereof. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the life of this Agreement or any extension thereof.
- 8.8 The Board shall provide the Union Financial Officer with copies of all personnel status changes pertaining to the bargaining unit, including permanent changes in work site assignments, terminations, promotions and leaves of absence.
- 8.9 Voluntary PEOPLE contributions: The employer agrees that any employee who elects to make a PEOPLE contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. PEOPLE contributions must be made in dollar amounts per paycheck, not in cents per hour.

ARTICLE IX

LONGEVITY

- 9.0 Employees hired prior to July 1, 2010, shall receive longevity payments in a lump sum the pay period following their anniversary date of employment in recognition of their length of service on the following basis:

YEARS OF SERVICE

AMOUNT ANNUALLY

10 to 15 years	\$100
15 to 20 years	\$200
20 or more years	\$400

Pro rata longevity payments shall be paid to an employee in the even his/her services with the Board are terminated.

ARTICLE X
GRIEVANCE PROCEDURE

10.0 The Director of Food Services and the Union Committee from the employees of his/her department shall meet periodically at a time mutually convenient for the purpose of discussing matters of mutual interest, performance of work, employee behavior, and working conditions with the intent to avoid the necessity of individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.

10.1 A. PURPOSE

The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of employer-employee relationships will be processed in the following manner:

B. DEFINITIONS

1. "Grievance" is defined as a complaint by a member of the bargaining unit or the Union that there has been a violation of a specific provision or provisions of this Agreement to the detriment of the member involved or the Union collectively.
2. "Aggrieved person" is defined as the person bringing the complaint.
3. The term "days" is defined as work days.
4. If an aggrieved person does not file a written grievance within thirty (30) days after the act of occurrence giving rise to the grievance, the grievance shall be deemed waived.

C. PROCEDURE

Step 1 - The aggrieved employee and/or his/her Union Steward shall take up the grievance or dispute with the Director of Food Services. The Director of Food Services shall adjust the matter at once, or notify the employee and his/her Steward of his/her decision in writing five (5) days from the day the matter is presented.

Step 2 – If the matter has not been settled, it may be presented in writing, by the Steward and/or the President of the Union to the Superintendent. The Superintendent shall, within ten (10) days from the date the matter is submitted to him/her, arrange a meeting with all those concerned present, to review the facts and shall adjust the matter at once or notify the employee, the President of the Union and the Council #4 Representative of his/her decision in writing, within five (5) days after the day of the meeting.

Step 3 - If the matter is still unsettled, the Union shall submit the matter to the Board of Education within ten (10) days after the decision by the Superintendent is made.

Within fifteen (15) working days after receiving the written grievance, the Board shall meet with the aggrieved person and with representatives of the Union for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within fifteen (15) working days of such meeting.

Step 4 – If not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within fifteen (15) working days after the first meeting with the Board, the Union may within thirty (30) working days, submit the matter to arbitration by the State Board of Arbitration. The decision of the Arbitrator(s) shall be final. Time frames stated above can be waived at the request of the Council 4 representative in order to allow attendance by the Council 4 representative. The request by Council 4 shall be placed in writing.

D. MISCELLANEOUS

1. The Board and the Union agree that grievance proceedings should be kept as informal and confidential as possible.
2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the Administration until such grievance and the effect thereof shall have been determined.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved person of the decision rendered and such decision shall thereafter be binding upon all parties.

- 10.2 Officers and/or Stewards of the Union, as shall be designated by the Union for the purposes of adjusting grievances and/or contract negotiations shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

- 10.3 The services of the Council #4 Representative shall be available to the Union on any step of the grievance procedure.
- 10.4 Failure of the Board, employees or the Union to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

E. DRESS CODE REQUIREMENTS

10.5 Employees shall:

1. Wear closed-toed shoes. No clogs, canvas or cloth foot gear permitted.
2. Have clean, trimmed, and unpolished fingernails. No artificial nails permitted.
3. Securely bandage all cuts on hands and arms and use plastic gloves where appropriate.
4. Wear a clean hat or other approved hair restraint at all times.
5. Wear shirts with collars (is preferred). No plain men's style tee shirts, sleeveless tops, or shirts with commercial advertising. Long sleeve shirts must be close fitting.
6. Wear slacks, skirts, or skorts, (no blue denim jeans).
7. Wear stockings to cover legs when skirts or skorts are worn.
8. Not wear or use dangling jewelry. Remove jewelry prior to preparing or serving food or while working around food preparation areas. For example, remove rings (except for a plain wedding band), bracelets, watches, earrings (except for studded earrings), necklaces, and facial jewelry (such as nose rings).
9. Not wear sweat suits, jogging suits or leggings.
10. Wear clean clothing and straight apron with Manchester Public Schools logo daily.
11. Remove aprons when leaving food preparation areas for breaks or restrooms.
12. Comply with all other Food Service Safety and Health Standards and Regulations.

ARTICLE XI
SAVINGS CLAUSE

Should any Article, section, or part thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree to immediately negotiate concerning a substitute for the invalidated Article, section, or portion thereof.

ARTICLE XII
SCOPE OF AGREEMENT

This agreement contains the full and complete agreement between the Board and the Union on all issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether or not it is covered by this Agreement.

All past practices, agreements, and understandings reached between the parties prior to this Agreement are void and of no force and effect unless specifically incorporated herein.

ARTICLE XIII
DURATION

This Agreement shall be effective upon ratification and shall remain in full force and effect until the 30th of June, 2012.

The parties agree to reopen negotiations prior to the expiration of this Agreement in accordance with the provisions of the Municipal Employees Relations Act.

Dated _____, 2010 at Manchester, Connecticut.

FOR MANCHESTER BOARD OF EDUCATION

Signed: Assistant to the Superintendent, Finance and Management

Signed: Director of Food Services

Signed: President, Local #991

APPENDIX A

CAFETERIA EMPLOYEES WAGES

Effective July 1, 2008, all wages shall be increased by 2.9% plus step.

Effective July 1, 2009, all wages shall be increased by 2.0% plus step.

Effective July 1, 2010, all wages shall be increased by 0% plus step.

Effective July 1, 2011, all wages shall be increased by 1.5% plus step.

Hourly Rate – General
Workers

HOURLY RATE	2008/09	2009/10	2010/11	2011/12
STEP				
1	11.17	11.40	11.40	11.57
2	11.84	12.08	12.08	12.26
3	12.59	12.85	12.85	13.04

Food service employees will be evaluated beginning on July 1, 2010, by the Food Service Director. Employees shall be eligible for a step increase on his/her anniversary date of hire following the receipt of a good rating in all performance factors included as part of their performance evaluation report.

Hourly Employees	2008/2009	2009/2010	2010/2011	2011/2012
MHS Lead Kitchen Operator	\$18.60	\$18.97	\$18.97	\$19.25
Lead Kitchen Operator	\$17.00	\$17.34	\$17.34	\$17.60
Illing Lead Kitchen Operator, Bennet	\$15.31	\$15.62	\$15.62	\$15.85
Cook, MHS	\$17.70	\$18.05	\$18.05	\$18.32
Cook, Illing	\$15.58	\$15.90	\$15.90	\$16.13
Asst. Cook, MHS	\$15.20	\$15.50	\$15.50	\$15.73
Asst. Cook, Illing	\$14.86	\$15.16	\$15.16	\$15.39
Lead Kitchen Operator	\$15.08	\$15.38	\$15.38	\$15.61
Bowers				
Buckley				
Highland				
Park				
Martin				
Nathan Hale				
Robertson				
Verplanck				
Waddell				
Washington				
St. Bridget				
St. James				
Keeney				

Nutrition Services Driver

HOURLY RATE	2008/09	2009/10	2010/11	2011/12
STEP				
1	\$16.94	\$17.28	\$17.28	\$17.54
2	\$18.11	\$18.47	\$18.47	\$18.75
3	\$19.27	\$19.66	\$19.66	\$19.95